

# General Terms and Conditions

of Rothbucher Systeme und Rothbucher Systems GmbH

## 1. Scope

- 1.1. These Terms of Sale apply to entrepreneurs only. We do not agree to deviating terms and conditions of the Customer unless we have agreed to their validity in writing.
- 1.2. These Terms of Sale apply to all, including future sales transactions with the Customer.
- 1.3. Individual agreements made with the Customer in writing in individual cases shall take precedence over these Terms of Sale.

## 2. Quotations, Reservations and Content of the Contract

- 2.1. Our offers are subject to change up to the day of delivery, in particular with regard to our own supply and the price quotations in the sales documents due to increased supplier prices since the conclusion of the contract.
- 2.2. For deliveries which take place 3 months or later after conclusion of the contract, prices are subject to change due to increased wage, material and shipping costs. This does not apply to flat-rate agreements.
- 2.3. The content of the contract is determined by our written order confirmation only, unless the Customer has immediately objected to same in writing.

## 3. Submitted Documents and Copyrights

- 3.1. We shall retain unrestricted ownership and copyrights in all documents submitted, also in electronic format, in connection with the Customer order, including, but not limited to calculations, drawings, samples, files.  
Such documentation must not be made accessible to third parties, unless we grant the Customer our written approval.
- 3.2. The Customer must not take any actions or have actions taken by third parties, which may endanger the rights to the intellectual property used by us in connection with the goods. The Customer must in particular not cover or change or remove trademarks or other distinguishing features that are printed on or attached to our goods.

## 4. Prices and Payment

- 4.1. Our prices are ex works plus shipping costs and statutory value added tax.  
All stated prices are net prices in Euro.  
Deliveries abroad only against prepayment. To EU states with VAT ID without value added tax.
- 4.2. The payment of the purchase price must be made within 20 days of delivery to the account set out in the invoice. Discounts may only be applied if agreed in writing.

## **5. Right of Retention and Set-off**

- 5.1. The Customer shall only be allowed to exercise a right of retention to the extent, that its counterclaim is based on the same contractual relationship.
- 5.2. The Customer's right to set-off monies shall be limited to undisputed counterclaims or counterclaims as final and absolute orders of a court.

## **6. Delivery Time and Default in Acceptance**

- 6.1. Delivery dates and/or delivery periods shall only be binding if they were explicitly agreed in writing.
- 6.2. If the Customer is in default of acceptance or if the Customer breaches a duty to cooperate in connection with the delivery, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the Customer.
- 6.3. If the Customer is in default of acceptance or if the Customer breaches a duty to cooperate in connection with the delivery, the Customer shall bear the damage incurred by us as a result. Further claims remain unaffected.

## **7. Transfer of Risk in the Case of Sale by Delivery to a Place other than the Place of Performance**

If the purchased item is shipped at the request of the Customer, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the Customer with handover to the carrier. This applies irrespective of who pays the shipping costs.

## **8. Retention of Title, Processing and Collection**

- 8.1. We shall retain ownership in the purchased item until full payment of all claims under the agreement. We have the right to take back the purchased property after cancellation of the agreement.
- 8.2. As long as title has not passed to the Customer, the Customer shall be under the obligation to handle the purchased item with care. The Customer shall in particular be under the obligation to insure the goods at the Customer's expense against theft, fire and water damage at the value as new.
- 8.3. If, as long as title has not passed to the Customer, maintenance and service work must be performed, the Customer must cause this to be performed without delay and at the Customer's expense.
- 8.4. The Customer must notify us immediately in writing, if the delivered purchased item should be seized or subjected to any other third party interventions. If such third party should not be able to refund to us in and out of court costs of an action raising an objection to the judgement claim, the Customer shall be liable to us for such costs.
- 8.5. The Customer is authorized to resell the reserved goods in the ordinary course of business. The Customer assigns any claims against its customer arising from the resale of the reserved goods already at this stage to us to the amount of our claim. This assignment is be irrespective of whether the Customer has resold the purchased item without or after processing same.

- 8.6. The customer is authorised to collect the claim even after the assignment. This shall, however, not affect our authority to collect any claims ourselves. We will, however, not collect the claim as long as the Customer has complied with its payment obligations to us from the collected proceeds, as long as he is not in default or as long as no application for the commencement of insolvency proceedings has been made or as long as the Customer does not cease otherwise to make payments.
- 8.7. In case of processing or transformation of the purchased item by the Customer, the Customer's contingent right shall continue in respect of the transformed purchased item. Where the purchased item was processed with other, third party objects, we shall acquire co-ownership in the new matter in proportion to its objective value at the time of processing our purchased item to the co-processed third-party objects. The same shall apply in case of merging. If the merging takes place in such a way, that the Customer's matter must be considered the main part, it shall be deemed, that the Customer assigns to us proportional co-ownership and that the Customer holds the co-ownership, thus created, in custody for us.
- 8.8. To secure our claims against the Customer, the Customer also assigns to us such claims, which arise to it vis-à-vis a third party by way of union of the reserved goods with land.
- 8.9. We shall release the assigned collateral on the Customer's request, provided its value does not exceed the claims, that are to be secured, by more than 20%.

## **9. Rights Arising from Defects, Statute of Limitations, Liability and Recour**

- 9.1. Any rights arising from defects require that the Customer has fully complied with its duties to examine the goods and give notice of defects in accordance with s. 377 of the German Commercial Code (HGB).
- 9.2. Customer's rights arising from defects shall initially be limited to the right to subsequent performance. Only if subsequent performance fails, the Customer shall be entitled to reduce the price or withdraw from the contract. Any return of the purchased item must be coordinated with us in advance.
- 9.3. The statute of limitations for rights arising from defects shall be 12 months after delivery of the purchased item.
- 9.4. The statutory limitation period shall apply to any claims for damages against us arising from injury to life, body or health by intent or gross negligence. Any liability for simple negligence shall be excluded.
- 9.5. If any works or modifications to the purchased item are performed by the Customer or third parties to remedy defects, any Customer's rights arising from defects become null and void.
- 9.6. Claims of the customer for necessary expenses incurred for the purpose of subsequent performance vis-à-vis its customer, in particular transport, travel, labour and material costs, shall be limited to those incurred at its place of business.
- 9.7. Recourse claims of the customer against us are limited to the statutory claims. The extent of a recourse claim is governed by Clause 9.6.

## **10. Data Protection**

In the course of the business relationship the Customer's personal data is treated in accordance with the relevant statutory rules. Otherwise, please see our Privacy Policy, which can be accessed here: <https://meterriss.de/datenschutz.html>

## **11. Choice of Law, Place of Performance and Jurisdiction**

11.1. This agreement is subject to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

11.2. Place of Performance is our registered office.

11.3. The State Court Traunstein has exclusive jurisdiction for all disputes arising under this agreement.

## **12. Written Form and Severability Clause**

12.1. Oral agreements must be confirmed in writing to be effective.

12.2. The invalidity or unenforceability of individual clauses shall not affect the validity of the remaining clauses.

Valid as of 01/2022